



**REQUEST FOR PROPOSAL (RFP)**

**RFP No. 346-22**

**Security Services**

**Buyer of Record: Jan Brandt**

**[jan.brandt@thorntonco.gov](mailto:jan.brandt@thorntonco.gov)**

City Hall - 2<sup>nd</sup> Floor  
Agreements and Purchasing Division  
9500 Civic Center Drive  
Thornton, CO 80229-4326  
Main Phone: (303) 538-7325

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**SECTION A: SCHEDULE, BUYER OF RECORD, AND GENERAL SUMMARY OF NEEDS**
**A.1 SCHEDULE OF EVENTS:**

The following is a list of important items, dates, and times that pertain to this solicitation. All times listed below are in reference to the local Thornton, Colorado time.

<b><u>Solicitation Item</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
<b>Request for Proposal Issued</b>	<b>12/05/22</b>	<b>4:00 P.M.</b>
<b>Deadline to Submit Additional Questions</b>	<b>12/12/22</b>	<b>4:00 P.M.</b>
<b>Response to Written Questions</b>	<b>12/14/22</b>	<b>4:00 P.M.</b>
<b>Proposal Due Date</b>	<b>12/20/22</b>	<b>4:00 P.M.</b>

**A.2 BUYER OF RECORD:**

The Buyer of Record for this solicitation will be the central point of contact throughout the solicitation process. All questions and inquiries must be submitted in writing via a direct email to the Buyer. No communication is to be directed to any other Thornton personnel.

The Buyer of Record's contact information is as follows:

Buyer Name: Jan Brandt

Buyer Title: Purchasing Analyst II

Buyer Email: [jan.brandt@thorntonco.gov](mailto:jan.brandt@thorntonco.gov)

**A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS:**

The City of Thornton, CO ("Thornton") is seeking Proposals from interested firms to enter into an agreement with a private security company for the purpose of providing uniformed and unarmed security for gate opening and closing operations and to provide security for festivals and other city events which are not covered under any other security agreement or by the Thornton Police Department.

**SECTION B: CURRENT STATE, SCOPE OF WORK, AND SPECIAL CONSIDERATIONS****B.1 CURRENT STATE:**

Thornton has several ball parks and fishing facilities that need security services for opening and closing of gates year-round. Security will also be required for organized festivals and other city functions held at various times throughout the year.

The venue for Thornton's festivals is typically an open park area of approximately 15 to 30 acres. Thornton conducts three (3) festivals, the July Fourth Celebration, and Trunk or Treat each year:

1. Thorntonfest – a single day festival held after Memorial Day, typically held the first or second Saturday in June.
2. 4<sup>th</sup> of July – a single evening event on July 4<sup>th</sup>.
3. Harvest Fest – a single day festival held on the first Saturday after Labor Day.
4. Trunk or Treat – One (1) day usually the Saturday before Halloween.
5. WinterFest – a two to three (2-3) day festival held on the 1<sup>st</sup> or 2<sup>nd</sup> weekend in December.

Thorntonfest, 4<sup>th</sup> of July, Trunk or Treat, and Winterfest events are all held at the fields south of the Margaret W. Carpenter Recreation Center, located at 11151 Colorado Boulevard, Thornton, CO 80233. Harvest Fest is held on the fields north of the Thornton Community Center located at 2211 Eppinger, Thornton, CO, 80229. The sites may be subject to change.

Additionally, gate opening and closures at recreation facilities will be at locations as listed in Section B.4.A. and aerial photos of the ballfields are provided in Exhibit A.

All outdoor events are subject to weather conditions and due to inclement weather may be either delayed or cancelled. Under these circumstances the service provider with coordinate security coverage with the Thornton's end user representative(s) for each event.

**B.2 AWARD LENGTH:**

The initial award from this solicitation will be from the date of the final signature of the agreement until 12/31/2027. No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division.

**B.3 SCOPE OF WORK – GENERAL CONSIDERATIONS:**

For each event, the selected Service Provider and Thornton's end user representative(s) shall jointly develop a detailed written Scope of Work for the event. The Service Provider and Thornton's end user representative(s) shall negotiate a mutually acceptable cost estimate for the scope. Each event's written Scope of Work and cost estimate shall be incorporated into a Purchase Order issued by Thornton, which shall become the Service Provider's Notice to Proceed on the Work for the event. Any subsequent change in the event's scope of work must be accomplished by revising the written Scope of Work and modification of the Purchase Order for the event.

**GENERAL REQUIREMENTS:**

- Service Provider shall provide unarmed security services as required. Services shall include opening and closing of gates at Thornton's Parks and Fishing facilities, and security at Thornton's festivals throughout the year.
- Service Provider shall be available by phone twenty-four (24) hours a day, seven (7) days a week for service calls.
- Service Provider shall assign a Project Manager to Thornton's account, and supply the name and contact information to Thornton's Project Manager for each festival or event. The Project Managers shall communicate all appropriate information and direction regarding services requested and daily assignments.
- Service Provider's employees shall be in a company uniform and have an employee photo identification card identifying themselves as an employee of the Service Provider at all times while on duty at Thornton facilities and events.
- Service Provider's staff shall be tested for safe driving skills and confirmed to be currently licensed drivers by a state issuing authority.
- Service Provider's employees that are assigned to Thornton's events and services shall be fully licensed, bonded, and insured according to all applicable federal and State of Colorado regulations.
- Service Provider's employees shall be physically fit and be capable of physically performing all patrol duties, as well as have the ability to visibly monitor the location assigned for mischief or vandalism. Service Provider's employees shall remain awake and alert at all times and shall not sleep while on duty at Thornton's facilities.
- Operational concerns shall be addressed to Thornton's Project Manager.
- In case of emergencies threatening life or property, Service Provider's employees shall immediately call 9-1-1 and report the incident.

- Service Provider's employees that are assigned to Thornton's events and services shall carry working communication devices such as radios or phones in order to be able to communicate with supervisors, other employees, Thornton staff, and to be able to call 9-1-1 in emergency situations. Thornton will not provide any such devices to Service Provider's employees.
- Service Provider is solely responsible for providing relief personnel whenever the assigned security personnel are not physically present and on duty (example: rest and lunch breaks). Thornton shall not be responsible for, nor provide compensation for or any costs incurred by the Service Provider in providing the aforementioned relief personnel.

**A. Opening and Closing Gates:**

Service Provider shall open and close the gates at the parks and fishing facilities as defined, and shall provide the following services when opening and closing the gates:

- Service Provider shall provide a date and time stamp device and a hard copy log to each employee performing service. Service Provider's employee shall hard copy stamp the date and time service is performed in the log for each gate location to identify the exact time that the gate is opened and closed. The form utilized to record the date and time information shall be agreeable to both Parties.
- Service Provider shall obtain sunrise and sunset information as listed for each day on <http://www.sunrisesunset.com> for Denver, Colorado for daily opening and closing times as appropriate.
- All parks, except as noted otherwise, shall be opened daily within thirty (30) minutes before or after sunrise; and closed within thirty (30) minutes before or after close time, which is 11:00 p.m. year-round. The gates shall be locked no earlier than 10:30 p.m. and no later than 11:30 p.m. year-round.
- The fishing facilities at Sprat Lake and West Gravel Lakes shall be opened within ten (10) minutes of sunrise each morning and closed no later than thirty (30) minutes after sunset each evening between March 15<sup>th</sup> and October 31<sup>st</sup> of each year. These two (2) facilities are closed to the public the rest of each year and shall not require opening and closing services.
- Service Provider shall submit a monthly report documenting each day's service to Thornton's Project Manager at Thornton's Parks and Forestry Division. The report shall include a hard copy of the form detailing the daily date and time stamp confirming when the gates were closed and opened. Each monthly report shall be submitted no later than the 10<sup>th</sup> Calendar Day of the next month for the previous month's activities. The reporting format and submission of data shall be agreeable to both Parties.
- Service Provider shall have an after-hours answering service to take requests to open the gate for anyone locked in after the gate has been closed. Service Provider shall arrive on

the site within thirty (30) minutes of receiving the call to open the gate and close and lock it again.

- Service Provider shall provide adequate documentation in the monthly report of the call-out, documenting the name and telephone number of the person who requested the gate be opened.
- Service Provider shall open and close the gates at the following parks:

<b>Name of Park</b>	<b>Address of Park</b>	<b>Quantity of Gate(s)</b>
Homestead Hills Park – NOTE: closed daily at sunset throughout the year.	4500 East 140 <sup>th</sup> Avenue	One (1) gate
Grange Creek Park	4200 East 110 <sup>th</sup> Avenue	One (1) gate
Lake Village Park	2650 East 128 <sup>th</sup> Avenue	One (1) gate
Sprat Lake Fishing Facility	5990 East 100 <sup>th</sup> Avenue	One (1) gate
West Gravel Lakes	8651 Colorado Boulevard	Three (3) gates
Northern Lights Baseball Field	13800 York St.	One (1) gate

**B. Festival Security:**

- Service Provider shall provide security services for festivals and the 4<sup>th</sup> of July celebration. All schedules listed are approximate and additional dates and times may be added or deleted based upon need.
- Thornton’s Project Manager shall communicate daily instruction and work assignments for all employees to Service Provider’s Project Manager.
- Service Provider’s employees shall provide their own small utility vehicle for transportation around festival sites. Service Provider’s employees shall continually patrol around the festival grounds either in a utility vehicle or on foot during each shift and remove any unauthorized person on premise.
- Service Provider’s employees shall report on-time to their scheduled shift and shall obtain direction for their daily assigned duties from Service Provider’s Project Manager. Service Provider’s employees shall give direction for after-hours shifts to employees who are relieving them from their shifts.



- Service Provider's employees shall stay on duty during seasonal weather conditions that may occur. In case of inclement weather, Thornton's Project Manager shall communicate to the Service Provider's Project Manager what action the Service Provider's employees should take.
- Service Provider's employees shall provide patrol services to include, but not limited to, basic overnight security watch. Typical watch shall require security for vendor goods in addition to any other event equipment.
- Service Provider's employees shall remain at the assigned event location in a visible fashion during the entire event. Service Provider's employees shall maintain a professional appearance and demeanor at all times. Service uniforms or other industry accepted identification methods must be worn to insure easy recognition of the assigned staff of the Service Provider's employees as a security provider.
- Attendance at a Pre-Event Planning Meeting is required prior to each event. At that time, this Scope of Work will be reviewed and may be modified if necessary.

**Thorntonfest – One (1) Saturday in June - A single day event held after Memorial Day, typically either the first or second Saturday in June.**

Service Provider shall provide one (1) to four (4) guards as specified at the time of the event, three (3) days prior to the event and the evening after the event. Security service shall be provided as follows:

- Wednesday afternoon before the event - One (1) guard working from 3:00 p.m. until 7:00 a.m.;
- Thursday afternoon - One (1) guard working from 3:00 p.m. until 7:00 a.m.;
- Friday night – Four (4) guards working from 5:00 p.m. until 6:00 a.m.;
- Saturday night - One (1) guard working from 6:00 p.m. until 7:00 a.m.

Thornton reserves the right to modify these dates, times, and shifts as desired.

**July Fourth Celebration - July 4<sup>th</sup>**

Service Providers shall provide one (1) to two (2) guards the day prior to the event and the evening after the event. Security service shall be provided as follows:

- July 3rd, one (1) guard working from 9:00 a.m. to 8:00 .m. on July 4th or the day of the event to guard the lake around the path. The path will be closed due to the fireworks on site;

- July 3<sup>rd</sup>, two (2) guards working from 3:00 p.m. to 8:00 a.m. on July 4<sup>th</sup> or the day of the event, on the actual event field;
- July 4<sup>th</sup> or the day of the event, two (2) guards working from 5:00 p.m. to 10:00 p.m.; one (1) guard making sure beer does not leave the beer garden, and the other one (1) is checking ID's; and,
- July 4<sup>th</sup> or the day of the event from 9:00 p.m. - 8:00 a.m. on July 5<sup>th</sup>, or the day after the event.

Thornton reserves the right to modify these dates, times, and shifts as desired.

### **Harvest Fest – Typically, first Saturday of October**

Service Provider shall provide one (1) to four (4) guards as specified at the time of the event, three (3) days prior to the event, and the evening after the event.

Security service shall be provided as follows:

- Wednesday afternoon before the event - one (1) guards working from 3:00 p.m. until 7:00 a.m.;
- Thursday afternoon - one (1) guard working from 3:00 p.m. until 7:00 a.m.;
- Friday night – two (2) guards working from 5:00 p.m. until 6:00 a.m. in the main event field; one (1) guard at Grandview ponds from 3:00 p.m. until 6:00 a.m.; and
- Saturday - one (1) guard from 5:00 p.m. until 7:00 a.m. Sunday morning.

Thornton reserves the right to modify these dates, times, and shifts as desired.

### **Trunk or Treat – One (1) Saturday around October 20th**

Service Provider shall provide one guard as specified at the time of the event, one (1) day prior to the event and the evening after the event. Security service shall be provided as follows:

- Thursday night before the event – one (1) guard working from 5:00 p.m. until 8:00 a.m. on Friday;
- Friday night before the event - one (1) guard working from 5:00 p.m. until 8:00 a.m. the day of the event; and

- Saturday night, evening of the event - one (1) guard from 10:00 p.m. until 7:30 a.m. the day after the event.

Thornton reserves the right to modify these dates, times, and shifts as desired.

**Winterfest** – A two to three (2-3) day event held on the 1<sup>st</sup> or 2<sup>nd</sup> weekend in December.

Service Provider shall provide one (1) to two (2) guards as specified prior to, and including the event, and three (3) days after the event. Security service shall be provided as follows:

- Approximately twelve (12) days before the event - one (1) guard to cover the hours from 3:00 p.m. until 7:00 a.m. on weekdays, and twenty-four (24) hours a day on weekends. Shifts will be added on Saturday and Sunday from 7:00 a.m. to 3:00 p.m.;
- On Thursday night prior to the event - two (2) guards working from 5:00 p.m. until 7:00 a.m.;
- Friday night of the event – two (2) guards working from 9:00 p.m. until 5:00 a.m.;
- Saturday night of the event - two (2) guards from 9:00 p.m. until 3:00 p.m. on Sunday of the event;
- Sunday night of the event - one (1) guard from 9:00 p.m. until 7:00 a.m.;
- Monday and Tuesday after the event – one (1) guard from 3:00 p.m. until 7:00 a.m.; and
- Wednesday, if needed – one (1) guard from 3:00 p.m. until 7:00 a.m. Thursday. Only needed if all valuables remain at the site.

Thornton reserves the right to modify these dates, times, and shifts as desired.

### **C. Facility Rentals:**

Service Provider shall provide a minimum of one (1) unarmed guard during rentals where alcohol is being consumed at either of the following facilities:

- City of Thornton  
Senior Center  
9471 Dorothy Boulevard  
Thornton, CO 80229

- City of Thornton  
Carpenter Recreation Center  
11151 Colorado Boulevard  
Thornton, CO 80233
- Dates and times of events are on an as-needed basis.
- Hours will vary based on need but will not typically exceed six (6) hours.
- Service Provider's employees shall report on time to their scheduled shift.
- Service Provider employees shall stay on premises during the rental and will take direction from Building Supervisor on-site during rental hours.

**B.4 ESTIMATED QUANTITIES:**

Quantities listed are Thornton's best estimates and do not obligate Thornton to request more than Thornton's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting agreement is to supply Thornton with its complete actual requirement of the service specified in this proposal for the period.

**B.5 DEMONSTRATIONS AND INTERVIEWS:**

Thornton reserves the right to review a Vendor's proposed solution that would be on hand or in the field of use. The proposed solution may be viewed at Thornton's sole discretion at virtually or at a physical Thornton facility. It will be Thornton's sole discretion if a demonstration is deemed to be necessary during the evaluation phase of this solicitation.

In addition to demonstrations, Thornton may also elect to conduct Vendor interviews in order to clarify and answer additional questions. All interviews will be held at a physical/virtual location at Thornton's sole discretion and shall be at Thornton's decision if an interview is deemed as being necessary.

Thornton shall not compensate a proposing Vendor for any costs incurred by a Vendor that are related to a demonstration or interview conducted by Thornton during this RFP process.

**B.6 INVOICING REQUIREMENTS:**

Thornton's Accounts Payable Division is the only division within Thornton that issues payments to Vendors whom have submitted invoices. Thornton only issues payments from invoices and will not issue payments to Vendors from quotes.

Thornton's standard payment terms are net thirty (30) calendar days after receipt of an invoice. All invoices submitted shall be emailed to [AP.Invoices@ThorntonCO.gov](mailto:AP.Invoices@ThorntonCO.gov). In lieu of email, physical copies may be submitted to City of Thornton – Accounts Payable, 9500 Civic Center Drive, Thornton, CO 80229-4326. Invoices sent to anyone other than Accounts Payable are not considered to be properly submitted and will not be paid until they are properly submitted.

**B.7 FELONY DISQUALIFICATION:**

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to Thornton pursuant to this proposal unless the vendor receives prior written permission from the Director of Agreements and Purchasing. The Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to Thornton as a condition precedent to the grant of such permission.

**B.8 EMERGENCY 24-HOUR SERVICES:**

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost. The contact name, title, phone number, and email of the individual(s) to contact for emergency service shall be furnished to Thornton prior to a final award.

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

**B.9 VENDOR PERFORMANCE MANAGEMENT:**

Thornton may administer a Vendor performance management program as part this proposal and resulting agreement. The purpose of this program is to create a method for documenting and advising Thornton of exceptional performance or any problems related to the purchased goods and services.

**B.10 COOPERATIVE PURCHASING:**

Thornton encourages the proper use of cooperative purchasing and reserves the right to make results of this solicitation available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this solicitation must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers using this solicitation in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

**SECTION C: PROPOSAL QUESTIONS TO PROSPECTIVE VENDOR****C.1 INSTRUCTIONS FOR ANSWERING QUESTIONS:**

Your proposal response must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will be considered in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide comprehensive information to support your compliance on each point.

All answers provided by the awarded Vendor may be incorporated into the final agreement between the Vendor and Thornton as an additional exhibit or as part of a finalized Scope of Work.

To standardize the format of all proposals for evaluation, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.

**C.2 PROPOSAL QUESTIONS:****A. General Vendor Questions****1) General Vendor Summary**

Please provide a brief description of the following:

- a) Full legal company name;
- b) Your headquarters address;
- c) Primary company contact including name, phone number, and email address;
- d) 24-Hour emergency contact phone number
- e) Year your firm was established;
- f) A brief listing of your Vendor core competencies; and
- g) A current copy of your company's W-9 (IRS version October 2018).

**2) Experience and References**

Please provide three (3) current client references that you have implemented the same or like services to in the past five (5) years. Of these references, please list as many as available that are other governmental municipalities as possible.

- a) Include in your reference information:
  - i. Name of the municipality or firm;
  - ii. Client's headquarters address;
  - iii. Current reference contact;
  - iv. Reference's title;
  - v. Reference's phone number;
  - vi. Reference's email address;
  - vii. Project start date (date of signed agreement);
  - viii. Project end date;
  - ix. Project description including all modules implemented; and
  - x. Estimated contractual value.
- b) Please provide the number of overall clients in Colorado you have using your service.

**B. Proposed Services****1) Vendor Engagement Team**

Please provide the following:

- a) Each team member and their role;
- b) The responsibilities for each role; and
- c) Information regarding the team member's professional background:
  - i. Resumes may be included as an appendix, but each resume shall not exceed one (1) page in length.

**2) Vendor Recommended Roles and Responsibilities for Thornton, CO Project Team**

Please provide the following:

- a) Identify recommended Thornton, CO project team roles;
- b) The responsibilities for each role; and
- c) Estimated hours required to provide services beyond the listed hours in the Scope of Work.

**3) Engagement Methodology**

Thornton's expectation is that the awarded Vendor will use their expertise to provide proactive leadership, guidance, and direction to the Thornton, CO team throughout each contracted schedule while working collaboratively with Thornton's Project Manager to implement the contracted services.

- a) Please describe your engagement methodology in detail, providing previous examples and additional documentation as necessary.

#### **4) Change in Scope**

Please provide the following:

- a) Thornton has the right to add to or delete services as deemed necessary.
- b) Provide a description of your process to determine if a request from Thornton is deemed as being out of scope from a resulting a contractual agreement.

### **SECTION D: PRICING AND PROPOSAL ITEMS**

#### **D.1 PRICING INFORMATION:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal and the pricing stated on **Exhibit D – #346-22 Schedule of Charges**. This section should address all requirements set forth in Section B.4. Scope of Work – General Considerations as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. The requirements have been developed to allow Thornton to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments. We will only review the pricing information provided for section D.1 and as submitted on Exhibit D.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this RFP. Thornton will not increase the agreement or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. Thornton reserves the right to purchase part or the entire proposal.

#### **D.2 BEST AND FINAL OFFER:**

Thornton reserves the right after review and evaluation of Vendors, including after all interviews and demonstrations that have been conducted, to go back to the "short list" of Vendors to conduct a Best



and Final Offer (“BAFO”). The BAFO will be included as a final pricing evaluation tool by Thornton to aid in the award decision process.

**D.3 COSTS:**

Thornton shall not compensate any Vendor for any costs related to the completion and submission of their proposal, including document submissions and potential samples. Nor shall Thornton compensate any Vendor for any costs in relation to a potential interview with Thornton, including but not limited to, travel, time, IT related expenses, etc.

**D.4 PRICING:**

All prices quoted shall be firm and fixed.

**D.5. ANNUAL PRICE UPDATES:**

The awarded Vendor must hold the Bid prices quoted firm until December 31, 2023, after which time the Vendor may request annual price adjustments for inflation based on the Denver-Aurora-Lakewood Price Index upon mutual agreement of the Parties.

A link to index that is current at the time of this solicitation has been provided below:

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURS48BSA0,CUUSS48BSA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUSS48BSA0)

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**EXHIBIT "D"**

<u>Description</u>	<u>Hourly Rate</u>
Security Guard Services 6:00 a.m. to 10:00 p.m.	\$ _____
Security Guard Services 10:00 p.m. to 6:00 a.m.	\$ _____
Holiday Rate	\$ _____
July 4 <sup>th</sup> (12:00 a.m. to 11:59 p.m.)	
<b>Cost to Either Open or Close Gates</b>	<b>Cost per <u>Location</u>*</b>
One (1) gate per location	
• Homestead Hills Park	\$ _____
• Grange Creek Park	\$ _____
• Lake Village Park	\$ _____
• Sprat Lake Fishing Facility	\$ _____
• Northern Lights Baseball Fields	\$ _____
Three (3) gates per Location	
• West Gravel Lakes	\$ _____
Cost for call out for someone who is locked in	\$ _____

\*Note – the Unit Cost is for all gates at the location, either to open in the morning or close in the evening.

Any parks or fishing facilities that are opened or closed outside of the acceptable times stated shall be compensated at half the amount normally paid for the service performed.

**Cost for one (1) unarmed guard for security of private event (where alcohol is consumed)**

Rate of Service: \$ \_\_\_\_\_ per hour, per guard

## **SECTION E: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD**

### **E.1 PROPOSAL POSTED LOCATIONS:**

This Request for Proposal (RFP) has been posted publicly to the following locations:

- BidNet® Direct: [www.BidNetDirect.com](http://www.BidNetDirect.com)
- Thornton's Purchasing website: <https://solicitations.thorntonco.gov/solicitations>

Thornton currently uses BidNet Direct® and its own website to distribute official records for all copies of publicly posted proposals for viewing. Both websites operate as a free to view and download option for prospective Vendors.

Upon request by a Proposing Vendor, the Purchasing Division will also make this solicitation available for viewing at the Agreements and Purchasing Division office. The address for the office is located on the cover page of this RFP.

### **E.2 PROPOSAL QUESTIONS:**

Thornton shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and shall be submitted in writing by email to the Buyer of Record listed within this RFP.

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors via a written addendum.

### **E.3 ADDENDA:**

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued and made available on BidNet® Direct and on Thornton's website. Changes, clarifications, and answers to RFP questions that have been posted in a written addendum that affect or change the RFP's Scope of Work shall be considered as to have replaced and superseded the original proposal's Scope of Work.

It is the responsibility of the proposer to confirm that they have acquired all addenda related to this proposal and they have reviewed/ complied with the requirements therein.

### **E.4 SUBMISSION OF PROPOSALS:**

Submission of proposals for this RFP may be done electronically through a Vendor portal (currently done via BidNet Direct®). Proposals can be submitted at [www.bidnetdirect.com](http://www.bidnetdirect.com), but shall not be completely submitted later than the date and time indicated in the Schedule of Events.

If you experience problems with BidNet Direct®, please call 1-800-835-4603 for assistance. There is no charge by BidNet Direct® for this service.

Proposing Vendors who are unable to submit a proposal through BidNet®, may request to submit a physical copy of their proposal for consideration. A proposing Vendor shall email the Buyer of Record prior to the question due date listed in the Schedule of Events, for instructions on where and how to submit their physical proposal. All physical proposal submissions shall be submitted and recorded no later than the date and time indicated in the Schedule of Events.

### **E.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:**

Proposing Vendors are to ensure that they're submission is complete and responsive prior to a final submission. As a reminder this RFP contains the following documents that will require completion by the proposing Vendor to be considered as initially responsive:

- 1) Section C.2 – Proposal Questions – Answers provided by the proposing Vendor
- 2) Section D – Proposal Items
- 3) Exhibit D – #346-22 Schedule of Charges
- 4) All additional technical information in support of your proposal
- 5) Section G.1 – Acceptance and Addenda Acknowledgement Form
- 6) Section G.2 – Sample Agreement Acknowledgement Form
- 7) Section G.3 – References and Authorization Release Form

It is not necessary for a proposing Vendor to submit this entire RFP document that has been provided by Thornton with the Vendor's response. Only the above-mentioned items are currently required with your proposal submission. Thornton reserves the right to request any clarification, ask any questions, or request additional documents that may aid in the evaluation of your proposal.

### **E.6 CONFIDENTIAL AND PROPRIETARY INFORMATION**

As a Colorado home rule municipality, Thornton is subject to and must comply with the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-201 *et seq.* All Vendor submitted documents are subject to requests for public records pursuant to CORA. **Proposing Vendors must clearly identify within their submissions any information that is confidential and proprietary by marking such information as "Confidential" or "Proprietary" information.** Any information a Vendor marks as confidential or proprietary shall comply with CORA and any other applicable statute(s).

Prior to a final award and agreement, Vendor submitted information that is contained within the proposal may be held by Thornton as confidential and proprietary at Thornton's sole discretion. **In accordance with CORA, upon the conclusion of a final award and agreement, Thornton may, in its sole discretion, release any and all portions of Vendor submissions not marked as confidential or proprietary.** Thornton shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the proposing Vendor.

In general, it is not acceptable to Thornton to mark information other than the following as confidential or proprietary:

- 1) Financial statements
- 2) Project financing data
- 3) Litigation history
- 4) Tax audit history
- 5) Client lists and references

Thornton does not generally find it acceptable to mark proposal pricing, or the entirety of your proposal, as confidential or proprietary. Failure to adhere to these restrictions may result in your proposal being deemed as non-responsive.

For more information about Thornton's processes related to CORA, including using Thornton's Public Records Request Form or for submission of a CORA request, please visit the website of the office of Thornton's City Clerk at <https://www.thorntonco.gov/government/city-clerk/Pages/default.aspx> or you can reach the Clerk's office by email at [Clerk@ThorntonCO.gov](mailto:Clerk@ThorntonCO.gov) or by phone at (303) 538-7615.

#### **E.7 LATE PROPOSAL SUBMISSIONS:**

Proposing Vendors are expected to allow adequate time to upload a complete submission for consideration through the electronic Vendor portal (currently BidNet Direct®). The Vendor portal will not allow a Vendor to modify, save, nor upload their proposal after the submittal date and time have passed. It is **highly recommended** that as a proposing Vendor you do not wait until the last minute to submit your proposal.

Late proposals will not be accepted. Sole responsibility rests with the proposing Vendor to ensure that its proposal is completely uploaded through the Vendor portal or is received in the Purchasing Office prior to the submission deadline. Proposals that are left in a "Draft" status in the Vendor portal will not be accepted by Thornton for consideration.

All physical proposals received in the Purchasing Office after the submittal date and time will be immediately rejected without consideration.

#### **E.8 AWARDS:**

Award will be made on an "all or none" basis. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected. Prices must be shown for each line item listed or if a "no bid" for an item, designate by an N/A.

**E.9 ACCEPTANCE PERIOD:**

Submissions in response to this proposal shall remain valid until an award has been made to a proposing Vendor or at a minimum of one hundred twenty (120) Calendar Days from the time of submission, whichever date comes last.

**E.10 EVALUATION OF PROPOSALS:**

All proposals will be evaluated by a Selection Committee assigned by the City Manager, or his designee. Proposals shall be evaluated on the basis qualifications, experience, and the applicability of the solutions offered to meet Thornton's needs as they pertain to the Evaluation Criteria noted herein and in the context of best value received for the required goods and/or services. Note that any tools utilized by the Selection Committee in their evaluation process are only intended to facilitate the understanding of the submissions received and facilitate the member's ability to weigh the merits of each proposal. Therefore, any tools utilized by the Selection Committee have no binding effect on their vote or the final award made by Thornton as a result of this RFP.

In addition, other pertinent information which becomes available during the evaluation, interview, or negotiations may be considered in the evaluation. The committee may make a selection on the basis of the Proposals received, or may choose to "short list" prospective firms for further consideration, which may include interviews and or negotiations. The firm selected for the Award will be chosen on the basis of the apparent greatest operational and financial benefit to Thornton, and not necessarily on the basis of lowest price. The City Manager, or his designee, shall make the final determination of the firm selected.

**E.11 EVALUATION CRITERIA:**

Evaluation criteria for this RFP may include, but is not limited to, the following items:

- 1) Responsiveness to the needs of Thornton, including the time required to complete the implementation of the awarded Vendor's solution.
- 2) Responsibility of the proposing Vendor.
- 3) The written responses provided by the proposing Vendor to the Proposal Questions – Section C.2, and all clarification questions asked by Thornton during the RFP evaluation.
- 4) The proposing Vendor's submitted pricing.
- 5) The results of the Vendor's reference checks.

- 6) The degree to which the Vendor's proposal meets or exceed the needs as defined in the RFP, including any additional value-add items.
- 7) The results of any Vendor samples, and/or interviews from this RFP.
- 8) The agreeability of the Vendor to Thornton's terms and conditions and the ability to agreement with the awarded Vendor.
- 9) All other applicable information and documents submitted by the Vendor and received by Thornton in the evaluation of the proposal.

**E.12 POST AWARD PURCHASE ORDER:**

A Purchase Order (PO) will be generated by Thornton's Agreements and Purchasing Division as a result of the award from this solicitation. All future year purchase orders shall be conditional upon annual appropriation approval by Thornton's City Council. Thornton shall not be liable for any future charges from the awarded Vendor should the funding not be appropriated and approved by City Council.

**E.13 STANDARD PROPOSAL CONSIDERATIONS:**

Thornton maintains a standard set of RFP considerations and terms and conditions for RFPs that are non-federally funded and are not through a cooperative awarded process. These considerations are static between each RFP process. It is the sole responsibility of the proposing Vendor to have read all RFP considerations. A copy of these standard RFP considerations has been uploaded with this RFP document as a separate cover.

**SECTION F: SAMPLE AGREEMENT****F.1 SAMPLE AGREEMENT:**

A sample General Services Agreement has been provided under separate cover as part of this solicitation. This sample agreement has been provided to inform the proposing Vendor of Thornton's terms and conditions expectation for the awarded Vendor from this solicitation. This sample agreement is subject to change at Thornton's sole discretion.

The Vendor does not need to complete any of the information within the sample agreement as part of the initial proposal submission process. At Thornton's sole discretion and as part of a final evaluation process by Selection Committee, the Buyer of Record may contact a proposing Vendor for any clarifications.

**The remainder of this page left blank intentionally**





**SECTION G: REQUIRED VENDOR SIGNATURE FORMS****G.1 ACCEPTANCE AND ADDENDA ACKNOWLEDGEMENT FORM:**

Vendor indicates acceptance of the following conditions:

- 1) City of Thornton Charter Section 7.4 prohibits Thornton from issuing a Purchase Order to firms which employ certain family members of employees unless the Thornton Council determines it is in Thornton's best interest. For the purposes of this Charter Section, a domestic partner shall be considered equivalent to a family member. The Vendor attests to the following:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Invitation for Bid, except as follows: (list, if any) \_\_\_\_\_

- 2) The undersigned Vendor, having examined the Proposal Documents, and having full knowledge of the product and/or services requested and described herein, hereby proposes that it will fulfill the obligations contained herein specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Proposal Documents, for the stated prices as payment in full. Yes  No

- 3) I acknowledge receipt of any and all published addenda and a copy of the sample agreement as provided by Thornton : Yes  No

- 4) I acknowledge that I have submitted all items and documents as required of the final proposal submission Yes  No

Proposing Vendor's Name: \_\_\_\_\_

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**G.2 SAMPLE AGREEMENT ACKNOWLEDGEMENT FORM**

Regarding Thornton's Sample Agreement, the undersigned Vendor acknowledges the following:

- 1) The proposing Vendor has received a copy of Thornton's sample Agreement. Yes  No
- 2) All proposed exceptions to Thornton's sample Agreement and all proposed Vendor agreements may be included as part of Thornton's final evaluation process. Yes  No
- 3) If chosen for award, that Thornton may accept, reject, or negotiate all proposed changes to the terms and conditions of the sample Agreement and all other Vendor proposed terms and conditions. Should an Agreement be unable to be reached between Thornton and my firm, I acknowledge that Thornton retains the sole discretion to reject the award made and move to another Vendor for award and contractual negotiations. Yes  No

Proposing Vendor's Name: \_\_\_\_\_

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**G.3 REFERENCES AND AUTHORIZATION AND RELEASE FORM:****REFERENCE AUTHORIZATION FORM**

By: \_\_\_\_\_, A Corporation  
(Proposing firm) \_\_\_\_\_, A Partnership whose address is \_\_\_\_\_  
An Individual (Circle One)

Proposing firm has submitted a sealed Proposal to the City of Thornton (Thornton) for this solicitation.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility, trustworthiness, and financial ability of the proposing firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the party providing such information named above and Thornton from any and all liability to the proposing firm as a result of any reference information provided.

Proposing firm further authorizes Thornton to discuss and release any and all information regarding the Proposing firm's performance on its forthcoming services related to this project or other past projects upon receiving a request for such information. Proposing firm releases Thornton from any and all liability associated with such a release of information.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

Proposing Vendor's Name: \_\_\_\_\_

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION H: AUTHORIZATION FOR SOLICITATION POSTING****H.1 PURCHASING MANAGER FORM:**

All communications regarding this solicitation shall be directed to the Buyer of Record listed within this solicitation in Section A.2 – Buyer of Record.

This solicitation has been reviewed and approved for a public posting by the Thornton Purchasing Manager.

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Megan deGrood, CPPB  
Purchasing Manager